AskPSMO-I Webinar: SF-312 Non-Disclosure Agreement

Guest Presenter
Nick Levasseur

Host
Zaakia Bailey

Webinar Format

- Main Topic
  - SF-312s
- Current Trends
  - DQI-597
  - SWFT Vetting Form
  - eFP
- Webinar Schedule
- Q&A Session

Non-Disclosure Agreement (SF-312)

Overview

Mandate

Per the NISPOM Paragraph 3-105:
An individual issued an initial personnel security clearance (PCL) must execute a Classified Information Nondisclosure Agreement (SF-312) prior to being granted access to classified information.

Action Required: Subject

Forward completed form to Cognizant Security Agency for retention.

Action Required: FSO

Annotate the date the SF-312 was executed in JPAS and submit the completed SF-312 to the PSMO-I for retention.

Note: If JPAS reflects an SF-312 was previously executed, it is not necessary to complete another form.

Resubmission Criteria

- You will be notified to resubmit a new SF-312 based on the following reasons:

Employee Social Security Number is incomplete or omitted

Witness signature is typed or omitted

Signature of employee is typed or omitted

Employee and witness signature dates are not the same

Document Transmission

- The form should be faxed or mailed:

Fax

301-833-3942
ATTN: SF-312
Attach cover letter with following information

SF-312 Cover Letter Contents

- FSO Name
- FSO Phone Number
- FSO Fax Number
- FSO Email Address
- Subject Name
- Subject SSN

Mail

PSMO-I
600 10th Street
Suite 160
Fort Meade, MD 20755-5136

Data Quality Initiative 597

DQI-597

- Initiative:
  - USD/I directed DMDC to analyze data quality of records in JPAS where eligibility does not support the access level. An employee accessing classified information in error is of serious concern.
- What you need to do:
  - PROACTIVELY CHECK and VERIFY that Access is supported by Eligibility.
- When:
  - Implementation: Started 29 March
  - Frequency: Monthly

Note: For more information on the DQI-597 initiative, please review the DQI-597 webinar posted on the DSS Website and the DMDC JPAS homepage for updates.

SWFT Vetting Form Discontinued

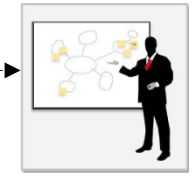
SWFT Vetting Form Discontinued

- Company Vetting Form is no longer required
- Companies that participate in the National Industrial Security Program (NISP) can proceed with applying for the SWFT account
- Submit the DSS Form 273 System Access Request (SAR) to DSS Call Center
  - See the SWFT Access, Registration and Testing Procedures for details
  - Having the SAR nominated and signed by your company's corporate official, such as the key management person (KMP), will help to expedite the processing of the SAR.
  - Continue to monitor the SWFT Homepage for updated SWFT submission guidance

eFingerprinting

eFP at a Glance

USD/I mandate DoD to submit all fingerprints electronically by Dec 2013

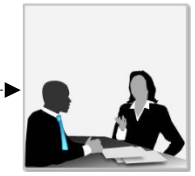


Research eFP solutions

- Start with the eFP Implementation Guide
- Comparative shop eFP vendors and options

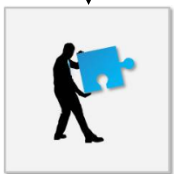
Identify the options to best meet the needs of your company based on volume and cost

Register for a **FREE** SWFT account by visiting DMDC-SWFT Homepage



Negotiate SLAs with vendor and/or other companies with whom services will be shared

Finalize logistics for your company and other companies with whom services will be shared



Implement eFP solution

Realize the benefits

Prints processed immediately by FBI

Reduced costs associated with mailing prints and time consumed by recreating classifiable prints

Supports policy change

DOD 5200.02-M proposed changes

1. Investigation open by the ISP.
2. Favorable review of completed SF-86 by appropriate adjudicating authority.
3. Receipt of Favorable FBI Criminal History Report (Advance FP Results).
4. Review of applicable security databases and available records.

eFP Option 1

- **SCENARIO**
  - Company purchase eFP capture/hardcopy scanners to submit fingerprints electronically to SWFT
  - Refer to the FBI-certified product located on the FBI-Product List
- **COST**
  - Estimated: $1,300- $10,000
  - Beyond initial costs, this option may require a recurring maintenance fee for sustainment

Livescan

Hardcopy Scanner

SWFT Account

eFP Option 2

- **SCENARIO**
  - Multiple companies share the cost of purchasing eFP capture/hardcopy scan devices
  - If Company A is submits on behalf of Company B, that owning/servicing Facility Security Officer (FSO) does not have to be involved in the actual submission of the fingerprints to SWFT
- **COST**
  - Estimated: $1,300- $10,000
  - Beyond initial costs, this option may require a recurring maintenance fee for sustainment

Livescan

Hardcopy Scanner

Share Resources

eFP Option 3

- **SCENARIO**
  - Allows cleared companies to provide service to other companies in submitting eFPs to SWFT
  - Companies may use their CAGE Code to submit fingerprint files on behalf of other companies
- **COST**
  - Estimated: $15-$50 per print based on service level agreement
- **NOTE**
  - Companies are strongly encouraged to enter into a service level agreement to address handling/protection of PII data

Livescan

Company

IN QUIRIES, Inc.

Hardcopy Scanner

eFP Option 4

- **SCENARIO**
  - Vendor that is an FBI approved channeler collects eFPs, saves file in the required format per SWFT, OPM and FBI standards
  - Owning/servicing FSO uploads file to SWFT
- **COST**
  - Estimated: $15-$50 per print based on service level agreement
- **NOTE**
  - FSO must confirm equipment has been registered w/ SWFT prior to processing NISP applicants
  - DSS **does not** endorse a particular product or service. Companies depicted are currently tested and registered with SWFT and OPM
  - Companies are strongly encouraged to enter into a service level agreement to address

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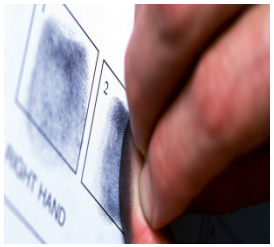
Locations

INQUIRIES, Inc.

NATIONAL CREDIT REPORTING



FD-258

eFP Option 5

- **SCENARIO**
  - Industry partners with military services and OGAs in the NISP for eFP submissions
- **COSTS**
  - No cost to Industry
- **NOTES**
  - DSS SOI/SON and IPAC are necessary when using this option
    - SOI (DDO3)
    - SON (346W)
    - IPAC (DSS-IND)
  - OPM matches fingerprint results to the SSN in the SF-86 submission to initiate the background investigation

DoD is working to enterprise SWFT across all populations (HSPD-12, Suitability and Security)

NISP Agencies

Department of Defense

Hardcopy Scanner

eFP Implementation Resources

AskPSMO-I Webinars

- Join the PSMO-I for its bi-monthly webinars where we answer specific questions related to eFP
  - ❖ Visit the DSS website for the webinar announcement and registration link
  - ❖ Be sure to submit questions during the registration process

Contacts

- Email questions to AskPSMO-I@dss.mil
- Email questions to
- For SWFT Inquiries: DoD Security Services Center

eFP Setup & Submission

- FBI Product List
- FBI Approved Channeler List
- SWFT - Registration, Access and Testing Procedures
- DMDC SWFT Homepage
- When submitting eFPs use:
  SOI: DD03
  SON: 346W
  IPAC: DSS-IND

Note: Hyperlinks only work in "Slideshow View". Click Shift+F5

Administrative Remarks

AskPSMO-I Webinar Schedule

February 26, 2013 DQI-597	April 23, 2013 SF-312s	**LEARN@LUNCH** June 13, 2013 PSMO-I Intro	August 27, 2013 SOR	October 22, 2013 CATS Portal

THIS WEBINAR WILL BE HOSTED BY CDSE. For questions please email CDSE@dss.mil

Intended Audience:	All FSOs and anyone interested in learning about the new PSMO-I office
Time:	11:30AM EST & 2:30PM EST
Subject:	Functions of the PSMO-I
Guest Presenter:	Nicholas Levasseur, Planning Office

Q&A: SF-312

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN AND THE UNITED STATES

Q: Why are there multiple non-disclosure agreements (SF-312s) among the var agencies
(DoD vs DHS)?

A: Due to the issuance of Executive Order 13467, the SF-312 now falls under the purview of the
Office of Director of National Intelligence (ODNI).

Q: As it relates to the witness signature block on the SF-312, which of the following would suffice:

a. A person that is at least 18 years old?

b. A person that is a clearance holder?

A: Neither. Per the Classified Information Nondisclosure Agreement (Standard Form 312) Briefing Booklet,

> "An authorized representative of a contractor, licensee, grantee, or other non-Government organization, acting as a designated agent of the United States, may witness the execution of the SF-312 by another non-Government employee, and may accept it on behalf of the United States. Also, an employee of a United States agency may witness the execution of the SF-312 by an employee, contractor, licensee or grantee of another United States agency, provided that an authorized United States Government official or, for non-Government employees only, a designated agent of the United States subsequently accepts by signature the SF-312 on behalf of the United States."

Q&A: SF-312 con't

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

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(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 12958, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 12958, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or the termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of Sections 641, 793, 794, 798, 952 and 1924, Title 18, United States Code, * the provisions of Section 783 (b), Title 50, United States Code, and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified information which has, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that last provided me with access to classified information; or (c) upon the conclusion of any period of my employment or other relationship that requires access to classified information. If I do not return such information upon request, I understand that this may be a violation of Section 793 and/or 1924, Title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

(Continue on reverse.)

NSN 7540-01-280-5499 — Previous edition not usable. — STANDARD FORM 312 (Rev. 1-00) — Prescribed by NARA/ISOO — 32 CFR 2003, 2001.80(d)

Q: Is the PSMO-I now accepting SF-312s via encrypted email?

A: No, the PSMO-I is not accepting SF-312s via encrypted email at this time.

Q: Please address PII concerns with faxing SF-312s.

A: If your company or state prohibits the faxing of Personally Identifiable Information (PII) , continue to mail completed forms to:

PSMO-I, 600 10th Street, Suite 160, Ft. Meade, MD 20755-5136

Q: According to recent guidance, the preferred method of transmitting the completed form is fax; do we still need to send the hardcopy document to DSS; file it locally (if so, for how long), give it to the applicant or destroy it?

A: Once you have provided a copy to the PSMO-I , there is no policy requiring you to send a hardcopy SF-312 or retain it locally.

Q: Will a centralized SF-312 database be implemented?

A: JPAS is currently used as the system of record for the execution date and CATS is used for electronic storage.

Q&A: SF-312 con't

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

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Q: Is it true that we are to hold the executed SF-312 for 50 years? If so, can you me in the direction of the official guidance/policy?

A: There is no policy requiring you to store an executed SF-312. For more information, please see Classified Information Nondisclosure Agreement (Standard Form 312) Briefing Booklet.

Q: The ISOO identifies Federal Government employees and company officers as persons who are authorized to execute an SF-312 for a new hire. In my research, I was unable to find any specific authorization of public notaries as personnel that can execute an SF-312 in the absence of either of two aforementioned persons. Although a public notary carries with them the power of the State Government and the force of perjury, is this an authorized means for SF-312 execution? What is the reference/authority?

A: Public Notaries are not an authorized means of SF-312 execution. Per the Classified Information Nondisclosure Agreement (Standard Form 312) Briefing Booklet ,

> "An authorized representative of a contractor, licensee, grantee, or other non-Government organization, acting as a designated agent of the United States, may witness the execution of the SF-312 by another non-Government employee, and may accept it on behalf of the United States. Also, an employee of a United States agency may witness the execution of the SF-312 by an employee, contractor, licensee or grantee of another United States agency, provided that an authorized United States Government official or, for non-Government employees only, a designated agent of the United States subsequently accepts by signature the SF-312 on behalf of the United States."

Q&A: SF-312 con't

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

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(Name of Individual - Printed or typed)

Q: Although industry is not required to execute a new SF-312 for personnel wit NDA date
reflected in JPAS, are there advantage(s)or reason(s) of doing so?

A: There are no advantages to having the subject execute a new SF-312 as it does not enhance the
security program.

Q: Does an individual that is terminating employment or no longer needs a clearance have to sign the Debrief
section of the SF-312?

A: No, the debrief section does not need to be completed.

Q: Do I need to submit a new SF-312 if I am taking ownership of someone who is already in JPAS?

A: The SF-312 and its predecessors have been purposely designed so that new nondisclosure agreements need not be signed upon changing jobs.

Q: Who is authorized to sign the acceptance block in the SF-312?

A: Per the
Classified Information Nondisclosure Agreement (Standard Form 312) Briefing Booklet
"…a designated agent of the United States subsequently accepts by signature the SF-312 on behalf of the United States."

Q&A: SF-312 con't

Q: If the individual is on the opposite coast or outside of the U.S., according to statement
below, another cleared contractor or U.S. Government agency could "witnes accept"
the SF-312, correct?

Per the
Classified Information Nondisclosure Agreement (Standard Form 312) Briefing Booklet
,

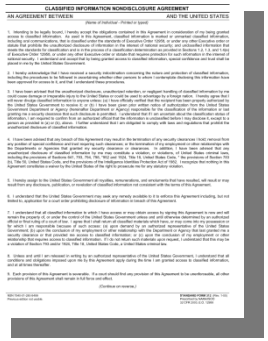
> "An authorized representative of a contractor, licensee, grantee, or other non-Government organization, acting as a designated agent of the United States, may witness the execution of the SF-312 by another non-Government employee, and may accept it on behalf of the United States. Also, an employee of a United States agency may witness the execution of the SF-312 by an employee, contractor, licensee or grantee of another United States agency, provided that an authorized United States Government official or, for non-Government employees only, a designated agent of the United States subsequently accepts by signature the SF-312 on behalf of the United States."

A: That is correct, another cleared contractor or U.S. Government agency could "witness and accept"
the SF-312.

Q: Does DSS have the authority to clear out the NDA date in JPAS?

A: DSS would not remove NDA date in JPAS as it is valid for the term of the subject's need for classified information, including a possible future need.

Q&A: SF-312 con't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(Name of Individual - Printed or typed)

Q: We have technicians that are home based and located all over the country b live

anywhere near our office or another co-worker, is it acceptable if I witness t signatures

on the SF-312 via video conference?

A: There are no advantages to having the subject execute a new SF-312 as it does not enhance the

security program.

Q: Would it be possible to upload the SF-312 into JPAS as we do for the signature sheets for DSS?

A: Not at this time, only the signature forms can be uploaded into JPAS. There is future design to implement a portal that will allow the FSO's to upload the forms to DSS in a secure pathway.

Q: Does the date of the acceptance block have to be the same date as the witness and employee?

A: The acceptance block can be a later date. The dates that must match are the witness's and employee's signatures.

Q: Do I need to complete the SF-312 when the Interim Clearance comes in or when the Final Clearance comes in?

A: You should have the subject sign the SF-312 prior to granting them access with an

Q&A: SF-312 con't

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2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have been authorized in writing to do so by the Department or Agency that last granted me a security clearance and that such Department or Agency is the originating agency of the information or has approved the release; (b) the United States Government is released by me in writing by an authorized representative of the United States Government; or (c) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a), (b), or (c) above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or the termination of my employment or other relationships with any Department or Agency or the United States Government, and that whenever I am found to have violated this Agreement, the unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of Sections 641, 793, 794, 798, 952 and 1924, Title 18, United States Code, * the provisions of Section 783 (b), Title 50, United States Code, and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that last provided me with access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of Section 793 and/or 1924, Title 18, United States Code, a United States criminal law.

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NSN 7540-01-280-5499 STANDARD FORM 312 (Rev. 1-00)
Previous edition not usable. Prescribed by NARA/ISOO
32 CFR 2003, E.O. 12958

Q: Do you provide receipt for SF-312 mailed or faxed to you?

A: At this time we do not have the resources to send a confirmation on the SF-receive.

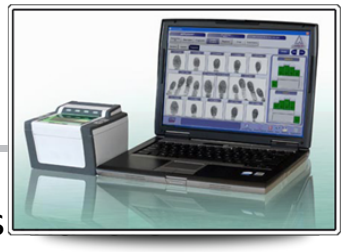
Our future design is related to a Secure Portal and you will have confirmation immediately

upon submission.

Q: If someone gets their TS Clearance, do they have to read the first paragraph out loud (Oral Attestation) and initial to the left of it?

A: There is no regulation or policy indicating that the subject is required to read the document out loud.

Q&A: eFP/SWFT



Q: Is there a standing list available with the contact information of vendors offering the SWFT equipment for purchase, so we can compare prices?

A: At this time, DSS recommends that you visit the FBI Product List and FBI Approved Channeler List to get an idea of costs associated with gaining compliance. You can also send an email to the SWFT PMO if you have specific questions about a particular vendor working with SWFT.

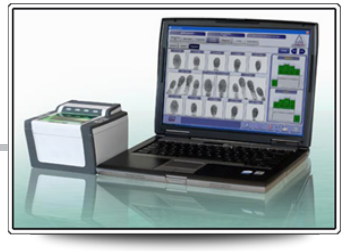
Q: Can I get a SWFT account before I sign up with a sharing company?

A: Yes. A SWFT account is free and recommended for all FSOs as they move forward with eFP submission. There is no penalty for getting a SWFT account if you later elect Option 3, for example, and have another company submitting prints to SWFT on your behalf. Bottom line: it's a win-win!

Q: Our company hires many contractors who work all over the US and we are a remote office. What options are there for this situation in regards to electronic fingerprinting?

A: Option 4 would be the best scenario in this particular instance, as it allows the FSO the opportunity to send subjects to remote locations/service providers to have their prints captured and processed on the back end. With Option 4, you may also find that vendors will allow you or the subject to mail in their FD-258 cards for conversion to an electronic fingerprint file. Both of these scenarios have costs associated with these services.

Q&A: eFP/SWFT con't



Q: Please define Industry Site Administrator and Industry User in SWFT?

A: For questions specific to SWFT roles and definitions, please email dmdc.swft@mail.mil.

Q: How do we process e-fingerprints for smaller companies, so their records will reflect the proper CAGE Code?

A: It is not necessary to submit electronic fingerprint files using another CAGE Code. However, the "Multiple-Company Uploader" role will allow you to submit fingerprints for other CAGE Codes.

Q: During the webinar, I saw "Multiple-Company Uploader" option mentioned several times during the webinar, but can't find it anywhere on the SAR form. Where is that option?

A: For questions specific to SWFT roles and definitions, please email dmdc.swft@mail.mil.

Q: During the webinar, you stated that fingerprints will be populated into JPAS and you can go into JPAS to check they are there? Where is this posted in JPAS?

A: To clarify, fingerprints **will not** be populated in JPAS, however, the fingerprint results will be noted in the "SII" section of JPAS in the form of a complete "SAC".

Q&A: Other

Q: You stated that they will not have a seminar until June 2013. I received an email that there is another webinar on Apr 25-Thursday on "Seasonal Employee Category in JPAS." Has this been cancelled?

A: No, the "Seasonal Employee Category in JPAS" webinar **has not** been cancelled. That webinar is produced and hosted by CDSE which is completely separate from the **PSMO-I** webinars.

Q: Is it still recommended to have a primary/secondary account manager at a company and have that account manager open accounts for their company employees?

A: Based on the policy set in the SWFT Access, Registration, and Testing Procedures, it is still recommended to have a primary/secondary Account Manager, and then have that Account Manager open User accounts for the company employees.

Attachments

- In addition this presentation, you should have received the following:
  - SF-312 Webinar Certificate of Completion
  - Electronic Fingerprint Implementation Guide April 2013

- NLT than 7 May 2013, the following will be posted to the DSS website for further review and download:
  - AskPSMO-I SF-312 Webinar Slides w/ FAQ (.pdf)
  - SF-312 Webinar Certificate of Completion
  - Electronic Fingerprint Implementation Guide April 2013 (already available)
  - Webinar Teleconference Recording (.mp3)